

REQUEST FOR PROPOSAL

TO PROVIDE A GUARANTEED MAINTENANCE CONTRACT  
FOR ENVIRONMENTAL AND MECHANICAL SYSTEMS FOR THE  
JOHN A. ALARIO, SR. EVENT CENTER AND SEGNETTE FIELD  
BASEBALL STADIUM



RFP No.: 0216

Proposal Receipt Date: June 09, 2010

Proposal Receipt Time: 04:00 P.M.

Jefferson Parish  
Department of Purchasing  
P. O. Box 9  
Gretna, Louisiana 70053

(504)364-2678

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## **REQUEST FOR PROPOSAL FOR**

### **TO PROVIDE A GUARANTEED MAINTENANCE CONTRACT FOR ENVIRONMENTAL AND MECHANICAL SYSTEMS FOR THE JOHN A. ALARIO, SR. EVENT CENTER AND SEGNETTE FIELD BASEBALL STADIUM RFP 0216**

#### **1.1 Background**

Jefferson Parish is seeking specific proposals from interested Contractors that are capable of providing comprehensive maintenance and facility services that will reduce operational costs and improve service. It is intended that the end result of this RFP process will be for the Parish and the selected vendor to enter a Maintenance and Service Contract for the John A. Alario Sr. Event Center, and Segnette Field Baseball Stadium

##### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in providing services to reduce operation costs and improve the efficiency and reliability of the HVAC systems located at the John A. Alario Sr. Event Center, and Segnette Field Baseball Stadium.

##### **1.1.2 Goals and Objectives**

The John A. Alario, Sr. Event Center is interested in contracting for a full range of comprehensive mechanical and environmental services. The successful contractor will show demonstrated ability in the following areas:

1. A Record of Success in Similar Single Contracts involving 10 or more facilities and the ability to respond to emergencies in at least 3 or more facilities.
2. Strong Preventive Maintenance Skills
3. Skilled, Highly Trained, and Experienced Work Force
4. In-House Engineering Capability
5. In-House project Management Capability

The most qualified contractor will be selected to survey the John A. Alario, Sr. Event Center and Segnette Field Baseball Stadium HVAC equipment and propose a

The most qualified contractor will be selected to survey the John A. Alario, Sr. Event Center and Segnette Field Baseball Stadium HVAC equipment and propose a guaranteed price to Jefferson Parish for the maintenance of these systems. Jefferson Parish will be required to pay no "Up-Front" Costs and will not be required to pay for repairs or replacement of any equipment under this project for the entire term of the agreement.

The vendor will provide single source accountability for all services and absorb the maximum amount of risk reducing operation costs. The vendor will be responsible for costs associated with the replacement and repair of all HVAC parts and equipment.

Eligible vendors are limited solely to companies who have a proven record of comprehensive guaranteed maintenance contracts that involve 10 or more facilities under one contract and are willing and able to guarantee the cost and performance of all aspects of the modifications and upgrades they propose to the department's environmental and mechanical systems. They must also demonstrate the ability to respond to emergencies at 3 or more facilities at one time under the required emergency response time of 2 hours.

The selected vendor will be required to assume total responsibility for all services offered in the proposal. The selected contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

All HVAC Equipment will be covered under the Scope of this agreement. The HVAC equipment will be maintained in accordance with the Work Specifications. To be selected as the most qualified contractor the respondent must show extensive experience in the delivery of guaranteed fixed cost contracts with similar scopes of work and which involve 10 or more facilities under one contract.

Examples of items to be included in goals and objectives:

Warranty: Upon successful completion of the project and acceptance, and after all post installation procedures have been completed, the Contractor shall furnish the owner with a one (1) Contractor's warranty, which will include all labor and materials and any other extended warranties that may be provided by the equipment manufacturer. The contractor will immediately provide to the Department, all Manufacturers' and Contractors printed recommendations for the proper maintenance of this system, including inspection frequencies, temporary repairs, and call-out procedures.

The vendor shall warrant all equipment to be free of defects in materials and workmanship for one year from the date of substantial completion of the project. For any failures within the warranty period, provide answers to service calls and

requests for information within a 24-hour period and repair or replace any faulty item within a 23-hour period without charge, including parts and labor.

References: The following are standards, tests, and recommended methods that applies to this work.

Published standards, tests or recommended methods that apply to the work where sited below:

- a) National Electrical Code (NEC)
- b) National Electrical Manufacturer's Association (NEMA)
- c) American National Safety Institute (ANSI)
- d) Underwriter's Laboratory (UL)
- e) Electronics Industries Association (EIA)
- f) Occupational Safety and Health Administration (OSHA)
- g) Society of Motion Picture and Television Engineers (SMPTE)
- h) Society of Cable Telecommunications Engineers (SCTE)
- i) Building Industry Consulting Service International (BICSI)
- j) Audio System Design and Installation (ASDI)

Vendor Qualifications: Firm must be experienced at providing systems similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria:

- a) Contractor must be a licensed contractor per LSA-R.S. 37:2150-2163 and furnish current license number with proposal. Classification shall be Commercial Service Technician and EPA Refrigerant License.
- b) Be a franchised dealer and service facility for the major manufacturer's products furnished under this contract.
- c) Maintain a fully staffed and equipped service facility.

Proposers must provide a minimum of three (3) references, with current contact information, for projects of similar scope and size completed within the last two years.

## **1.2 Schedule of Events**

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	05-06-2010	
2. Pre-Proposal Conference	05-28-2010	10:00 A.M.
3. Deadline to receive written inquiries		7-10 days after Pre-proposal Conference

- |    |   |   |
|----|---|---|
| 4. | Deadline to answer written inquiries                  | 14 days after receipt of inquiry                |
| 5. | Proposal Receipt Date                      06-09-2010 | 04:00 P.M.                                      |
| 6. | Oral discussions with proposers, if applicable        | To be scheduled                                 |
| 7. | Council Selection via resolution                      | To be scheduled<br>(approx. 3-4 weeks after 6.) |
| 8. | Contract Ratification via resolution                  | To be scheduled<br>(approx. 3-4 weeks after 7.) |

**NOTE: The Parish of Jefferson reserves the right to deviate from these dates.**

\* Site Visits can be arranged by contacting:

Name: Mr. Greg Guthrie  
 Title: General Manager, John A. Alario, Sr. Event Center & Segnette Field  
 Baseball Stadium  
 Phone: (504) 349-5525

Name: Mr. Dwight Galiano  
 Title: Operations Manager, John A. Alario, Sr. Event Center &  
 Segnette Field Baseball Stadium  
 Phone: (504) 349-5525

### **1.3 Proposal Submittal**

All proposals shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- Proposal Name: **Provide a guaranteed maintenance contract for Environmental and Mechanical Systems for the John A. Alario, Sr. Event Center and Segnette Field Baseball Stadium.**
- Proposal No. **0216**
- Proposal Receipt Date: **June 9, 2010.**



Proposals will be received at:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

#### **1.4 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.

- 1) Firm Name, Business Address, City, State, County, Zip Code

- 2) Names and Titles of two contact people
- 3) Submittal is for:
  - Parent Company
  - Division
  - Subsidiary
  - Branch Office
  - Name of Entity, Address
- 4) Date Prepared
- 5) Type of Firm (Corporation, Partnership, Joint Venture)
- 6) What is your firm's core business? (As outlined in annual reports, Described in Business Journals, Etc)
- 7) Does your firm manufacture equipment or products? If so, please describe type of product or equipment.
- 8) Federal Employee Identification Number
- 9) Year Local Company was established. If you are a Branch of a Larger Corporation please submit age of Branch Office
- 10) Former Firm Names(s), if applicable
- 11) Please provide a detailed organizational chart of your firm and a detailed resume for all key Personnel.
- 12) Provide a detailed description of your local in-house capabilities.
- 13) Do you have a local Professional Engineer, Registered in the State of Louisiana on your Staff?
- 14) Customer References
  - On separate sheets of 8" x 11" paper briefly list 3 local customer references (preferably governmental or non-for-profit entities) for guaranteed contracts.

D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.

- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envelope.

#### **1.4.1 Number of Response**

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

#### **1.4.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

#### **1.5 Confidentiality**

All documents submitted to the parish are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted to the parish under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the Parish.

(1) If the parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;

(2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to

compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the parish harmless from any costs, damages, penalties or other consequences of the parish's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;

(3) The parish assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

(4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL**.”

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the Parish of Jefferson shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the Parish of Jefferson from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the proposal. The parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **1.6 Proposal Clarifications Prior to Submittal**

### **1.6.1 Pre-proposal Conference**

A pre-proposal conference will be held at **10:00 A.M on Friday, May 28, 2010 at 200 Derbigny Street, General Government Building, Purchasing Department, Suite 4400, Gretna, LA.** Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions.

### **1.6.2 Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
Phone: (504)364-2678 Fax: (504)364-2693

## **1.7 Required Affidavits**

A. All persons or firms who are under contract which was awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

B. In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the Council of the contract or contract amendment:

(1) An affidavit attesting:

a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and

b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and

(2) An affidavit attesting to:

a. Any and all campaign contributions that the affiant has made to elected officials of the parish during the current term; and

b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:

c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.

C. For purposes of this Section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service Districts No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this Section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the Council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for the placement of any insurance using the broker's services and that the Risk Management Department provides a copy of said invoice to each member of the Council within five days of the Department's receipt of the invoice.

That any person or firm who is a party to a non-bid contract with Jefferson Parish or with any of its agencies, divisions or special districts as of the effective date of this ordinance and who is not in compliance with the terms of Section 2-923 of the Jefferson Parish Code of Ordinances as enacted by this ordinance shall have thirty days from the effective date of this ordinance to either sever any contractual relationships which would cause the person or firm to be in noncompliance with said section, or to fully comply with the provisions of Section 2-923 by submitting all documentation and disclosures required by that section. The Jefferson Parish Council reserves the right to rescind any contract with any person or firm which does not come into compliance with this ordinance within the specified time; or which, after complying with the documentation and disclosure requirements of this section, is deemed to be in violation of any applicable legal, contractual or ethical requirements or provisions.

#### **1.8 Proposal Guarantee NOT REQUIRED FOR THIS RFP.**

#### **1.9 Performance Bond**

The successful proposer shall be required to provide a performance (surety) bond in the amount of (\$50,000.00) dollars to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the Parish. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

### **1.10 Changes, Addenda, Withdrawals**

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

### **1.11 Cost of Offer Preparation**

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

### **1.12 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6<sup>th</sup> Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

### **1.13 Taxes**

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

### **1.14 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.



### **1.15 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.16 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

### **1.17 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

### **1.18 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

### **1.19 Cancellation of RFP or Rejection of Proposals**

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

### **1.20 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

### **1.21 Award**

**1.21.1** Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors considered.

**1.21.2** The award may be made on the basis of the initial offer or as noted in Part 1.15.

### **1.22 Notice of Intent to Award**

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

### **1.23 Insurance Requirements**

To adequately protect the interests of Jefferson Parish, the successful respondent shall procure, and maintain in effect during the life of the agreement, the following insurance coverage:

- A. Commercial General Liability insurance in the amount of not less than \$5,000,000.00 each occurrence.
- B. Comprehensive Automotive Liability insurance in the amount of not less than \$2,000,000.00
- C. Workers Compensation insurance in the amount of not less than \$1,000,000.00 each accident.

Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "A"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

### **1.24 Subcontractor Insurance**

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

### **1.25 Indemnification**

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

## **1.26 Fidelity Bond Requirements**

### **NOT REQUIRED FOR THIS RFP**

## **1.27 Payment for Services**

The Contractor shall invoice the **John A. Alario, Sr. Event Center** at the completion of the project. Payments shall be made through standard purchase requisitions upon receiving the contractor's invoice for all repair work completed and accepted in accordance with Jefferson Parish procedures. Invoice must contain the following information: the name of the facility/site, contract number and the work completed. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Contractor shall not combine invoices.

## **1.28 Termination**

**1.28.1** The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.

**1.28.2** The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**1.28.3** The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.29 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

### **1.30 No Guarantee of Quantities**

The Parish of Jefferson does not guaranty that items listed in scope of work will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide for environmental and mechanical systems for the John A. Alario, Sr. Event Center and Segnette Field Baseball Stadium.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal. The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

### **1.31 Audit of Records**

The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

### **1.32 EEOC and ADA Compliance**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

### **1.33 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

### **1.34 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

### **1.35 Content of Contract/Order of Precedence**

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

### **1.36 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.37 Substitution of Personnel**

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

### **1.38 Force Majeure**

The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or

Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

### **1.39 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

### **1.40 Claims or Controversies**

Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services** **SCOPE OF WORK**

Contractor shall provide a full coverage preventive and repair maintenance program for servicing all equipment and associated devices related to the HVAC systems of the Jefferson Parish Department's listed in this RFP. The HVAC systems shall be maintained in accordance with the manufacturer's recommendations and standard work practices of the trade, for heating, cooling, air handling, air filtration, and ventilating equipment, hereinafter sometimes referred to as "the air conditioning systems."

Contract shall furnish all personnel, parts, materials, test equipment, tools, and services in accordance with the specifications contained herein.

Services shall be performed by qualified, trained and certified personnel that are directly employed by the contractor. Bidder shall maintain during the duration of this contract; licensed certified and trained technicians capable of performing manufacturer's recommended maintenance and repairs on the Department equipment. The failure to maintain such requirements will be cause for termination of the contract. These technicians will be licensed and/or certified by EPA, ASHRAE, (American Society of Heating, Refrigeration and A/C Engineers), OSHA, etc., as required. The Bidder should have someone on staff, familiar with Federal regulations relating to the 1990 clean Air Act, EPA – DEQ's Indoor Air Quality, Building Related Illness, and Sick Building syndrome studies.

Technicians for the Jefferson Parish Department's will be trained, licensed and certified, and experienced with centrifugal chiller systems, cooling towers, computerized controls and systems. These technicians will be experienced with this type of plant equipment. A New Orleans Operating Engineers' Certification, 1<sup>st</sup> class or 2<sup>nd</sup> class Air Conditioning and/or Boilers will have added value. All Technicians must be computer literate, and understand the language used in all of the Jefferson Parish Plants.

All licenses, certifications, etc., described in this RFP and held by prospective technicians, shall apply to both the Preventive maintenance and the Repair aspect of work described herein and shall remain current throughout the entire term of any agreement.

All work under this RFP and the resulting agreement shall comply with the refrigerant recycling Requirements of Section 608 of the Clean Air Act 1990, as amended (CCA), including final regulations published on May 14, 1993 (58 FR 28660), and the prohibition on venting that became effective on July 1, 1992.



## EQUIPMENT – MAINTENANCE SERVICE

Equipment Included: The Contractor is responsible for all equipment with exception of equipment listed in paragraph 2.3. This contract covers not just the major pieces of equipment but shall also include all appurtenant devices systems such as those listed below that are related to the Equipment.

### Heating System

Pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, humidifiers, heat exchangers, etc.

### Cooling System

Air conditioning compressors, evaporative condensers, air cooled condensers, pumps, water chillers, condenser coils, tube bundles, cabinetry, etc.

### Air Handling System

Fans, motors, air filters, dampers, induction units, mixing boxes, fan coil units, etc.

### Temperature Control System

Thermostats, pressure controls, relays, limit switches, and valves operators, damper motors, humidity controls, step switches, time clocks, contactors, controller, capacity controls, recorders, gauges, and air compressor (for pneumatic control system).

### Miscellaneous Equipment

Direct expansion valves, thermometers, gauges, pump and fan motor drives, belts and refrigerant.

Services Included: The general services listed below shall apply to the systems and Equipment as described in paragraph 2.1.

Examine each piece of Equipment and device to see that it is functioning properly and is in good operational condition.

Clean all components of dust, old lubricants, etc. to allow the Equipment to function as designed.

Paint all Equipment as needed to prevent and protect against corrosion and deterioration.

Lubricate all Equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.

Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.

Calibrate all sensing, monitoring, output and safety devices for optimum efficiencies.

Repair the device by the addition of replacement parts, should the above maintenance not be adequate.

Replace the device should the above repair not be adequate.

Replace the adequate.

Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

Charge units with applicable refrigerant as required to maintain proper cooling.

Equipment Not Included: foundations, structural supports, water supply lines, steam supply lines, condensation lines, drains, ductwork, hot and chilled water distribution piping, plumbing and electrical power supply.

## PARTS AND LABOR COVERAGE

### Parts Replacement

All parts, components, or devices for the Equipment that are worn out or are not in proper operational condition shall be repaired, and/or replaced with new parts, components, or devices.

When Equipment or parts replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.

Contractor shall supply all repair and replacement parts, components and devices for the Equipment.

All miscellaneous parts and supplies necessary to maintain the Equipment (belt, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters, etc.) shall be supplied by Contractor.

Costs for all parts and supplies as described above shall be included as a part of the Full Coverage Preventative Maintenance and Repair Program.

Contractor shall be available, at no additional charge, for consultation relative to minor design and equipment changes, or modifications to automatic temperature control, and mechanic systems.

### FILTER SERVICE

Air Filtration System: Pre-filters, frame filters, pouch filters and fan coil filters.

Filter frames shall be of the reusable type and shall be of a permanent rigid construction that shall permit the insertion of media pads, and may also allow the use of optional pads with different efficiencies, if needed.

Filter frames shall be sized to fill the entire cross section of the units to prevent "blow-by" and eliminate filter spaces in the system.

Replace all air filters monthly with proper size and density filters. Filters used shall be pre-pleated, 40% efficiency type, or as recommended by the equipment manufacturer for this climate, demand/load, environment, and maintaining approved Indoor Air Quality, with a high degree of energy efficiency. Filter Services and filter material has been included with this Preventive Maintenance Agreement, and is based on monthly filter changes. In the event that monthly filter changes appear to be too frequent because of the buildings' environment, a reduced frequency of changes may be acceptable. The primary criteria in this case will be air flow-filtering efficiency, and electrical-utility efficiencies. However, in no case shall filter changes be less than 6 changes annually. Contractor will remove all old filters and debris from property, and broom-sweep/cleanup.

### MAINTENANCE PROCEDURES AND RECORDS

Contractor shall utilize computer generated preventive maintenance directions, which indicate task functions to be performed on each scheduled service call, as determined by calendar periods, operating hours, (runtime), manufacturer's recommendations and historical data bank, as pertinent to each task.

As work is due, Contractor shall issue, to his mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any

special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.

Contractor's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventive maintenance frequencies.

#### PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE CALLS

Scheduling Preventive Maintenance: Bidder shall, within thirty (30) days after signing the Contract, prepare and submit to each Department for approval, a practical schedule showing the order in which the bidder proposes to carry out the preventive maintenance duties as well as the dates on which the Bidder will start the work. The Bidder will, at the beginning of each month, schedule set-days for scheduled preventive maintenance. Bidder will notify the Department, which buildings/facilities will be inspected/maintained for each week of each month and the resulting schedule will thus become mandatory for that particular month. Should bidder find that it is impossible to maintain the designated/scheduled days; the Property Manager/Department Representative will be notified immediately.

Preventive maintenance is to be performed on all equipment in accordance with Manufacturer's recommendations and specifications. Each Preventive Maintenance Service shall include inspection of all HVAC equipment. Bidder shall ensure that equipment is providing an efficient, satisfactory operation and temperature comfort zone. Preventive Maintenance Services shall in no case be less frequent than once each month. Annually, the indoor and outdoor coils and base panels are to be cleaned and maintained for efficient operation. Decorative front panels as well as complete cabinets are to be cleaned during this annual equipment maintenance.

The successful respondent shall notify Department when equipment, devices, systems, or components are not in proper working order or when they may have an adverse impact on the operational performance and ability of the system to provide optimum cooling and heating, and/or efficiencies.

The heating system equipment shall be inspected and checked before the beginning of the season for required heating. Clean burner orifices, passages, nozzles, combustion chambers, pilot, and/or igniter, before the heating season. The successful respondent shall contact the Property Maintenance Department/Department Representative prior to system cleaning and testing to schedule for fire safety assurance purposes.

Contractor shall provide emergency service on an as required basis. Emergency service shall be considered any call in addition to the schedule preventive maintenance calls.

This emergency service shall be provided as often as needed, on a 24-hour basis, weekends and holidays included.

Contractor shall respond to an emergency situation within two (2) hours.

Emergency service response system shall be a professionally manned telephone answering service. Automatic telephone answering/recording machines or home telephone numbers are not acceptable.

Repairs to critical equipment shall be expedited as much as possible to minimize downtime. Delays caused by price shopping for parts or longer than necessary delivery because of lower cost of a part to Contractor is unacceptable.

Service call response time, Non-Emergency: The Contractors routine response time, in the event of a breakdown or malfunction that is not considered an emergency, shall not exceed four (4) hours from notification. Repair(s) shall be accomplished between the hours of 7:30 am and 4:30 pm, unless otherwise directed by the Department.

Emergency Response: The Contractor shall respond promptly to the troubled site/location, not to exceed two (2) hours from initial telephone contact. Emergencies are declared by the Department when the occupants' health and safety, equipment operation, or building safety is in jeopardy. If the public and employee presence in the building is effected to the degree that would require possible closing of the facility/building that will also be considered an emergency. Failure to make prompt necessary repairs shall be grounds for immediate cancellation of this contract. It shall be understood that the vendor is to be capable of providing qualified personnel for service repairs and will be subject to call-out on short notice at any time, on any day of the week, for the duration of this contract, regardless of weather conditions.

Authorized Emergency Callers – After Normal Working Hours: Emergency calls may only be requested by those individuals authorized and identified in writing: They are Greg Guthrie (Alario Center) and Dwight Galiano (Alario Center), or their designees.

Contractor shall provide the name and contact number for that person within its organization that is responsible for emergency calls. In addition to the Contractor's contact person, contractor shall include the name and contact number of someone within the Company's management structure. This additional number is not to be used unless there is a failure to respond to the

emergency call, or if respondent has not arrived at the troubled location, within a reasonable time.

Upon completion of any services, inspections, or repairs, the technician shall leave with the Department representative a detailed service ticket including the following:

1. The name of the facility.
2. The make, model, and serial number of the unit served.
3. A description of the work performed, and the dates that work was performed.
4. Signature of the Department representative and service technician.
5. Itemized list of all parts and material used, including manufacturer's part numbers and quantities of each.
6. Number of labor hours on site (ticket should include arrival and departure time).

The Department reserves the right to inspect the conditions of all parts, (old and new) equipment, and workmanship prior to, during, or after repair-work, and prior to the approval of all invoices for payment.

#### Copy of Work Ticket with Invoice

A copy of each maintenance report shall be provided with invoices sent for payment. The report shall show all pieces of equipment serviced on each visit, and what procedures were completed at the visit. When all tasks are completed, it must be signed by the Department representative. A copy of this maintenance report will be left at the location, and a copy will be sent to the Property Manager/Department Representative by the Contractor.

Bidder/Contractor should maintain a repair record of each incident and/or repair call-out service. The record shall show the nature of the call, repairs made, materials used, the number of technicians and the labor hours for each

Contractor shall be required to coordinate his work schedule with Department's operation schedules in order to minimize work time losses and equipment down time.

#### Payments:

Payments shall be made through standard purchase requisitions upon receiving the Bidder/Contractor's invoice for all repair work completed and accepted in accordance with Jefferson Parish procedures. Invoice must contain the following information: The facility/site (one invoice per facility/site) and the work completed. Contractor shall not combine invoices and facilities/sites.

### Liquidated Damages:

Failure to respond: If the contractor fails to respond to the site/location with a qualified serviceman within four (4) hours from receiving the complaint, (two (2) hours for emergencies) the Department shall withhold for each one (1) hour period, including the initial period thereof, the sum of \$50.00 from the next/succeeding month's billing for failure to report in a timely fashion to a request for HVAC service.

If the HVAC equipment remains out of service for a period in excess of twenty-four (24) hours due to negligence or failure to comply with the provisions of these specifications, or should the contractor fail to report with a qualified serviceman within the specified time, the Department may withhold, for each twenty-four (24) hour period, beginning with the initial time period, the sum of \$100.00 from the next/succeeding month's billing for each failure to report in a timely manner to a request for services. Liquidated damages shall not exceed the Contractor's monthly billing for total monthly Preventive Maintenance Services.

Service calls must be completed within twenty-four (24) hours after receipt of notification of breakdown. The twenty-four (24) hour requirement may be extended by the Department if extenuating circumstances prevail. Extensions may be granted on a case-by-case basis. Contractor must document causes of delay, etc., and show proof that all reasonable efforts have been made to restore equipment to normal operation.

### SERVICE PERFORMANCE GUARANTEES

A representative of Jefferson Parish may review, at any time, the services provided and reports submitted, to verify that the preventive maintenance is being properly and adequately performed. Any lack of maintenance services will be submitted to Contractor in writing for correction.

For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure on Contractor's part to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

### GENERAL

All personnel furnished shall require the approval of Jefferson Parish representative based on their training, experience, qualifications, certification and ability to perform the required service and maintenance for all Equipment in an

efficient manner. Failure to provide such personnel in the required numbers shall be considered sufficient reason to terminate the agreement.

All work shall be performed in a workmanlike manner. Materials and workmanship shall be subject to Jefferson Parish inspection and approval.

Work areas shall be maintained in an orderly manner and all trash picked up and hauled away as the work completed.

Contractor shall not be responsible for the identification or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered; contractor's sole obligation will be to notify Jefferson Parish of the existence of such products or materials. Contractor shall have the right thereafter to suspend its work until such products or material and the resultant hazards are removed.

Cleaning of ductwork is not to be included as part of this work specification.

All equipment and all work performed shall comply with the requirements of the Occupational Safety and Health Administration, United States – Department of Labor.

Jefferson Parish shall furnish drinking water, sanitary facilities, and electrical requirements at existing available sources.

#### SECURITY – LIMITED ACCESS

The HVAC maintenance work for this project will be performed at the John A. Alario, Sr. Event Center and Segnette Field Baseball Stadium. Access to and from the sites will be safeguarded as follows:

All contractors' personnel working on this contract shall possess an identification badge with photograph, the company name, and the individual's name. Each identification badge shall be worn in a conspicuous area of the individuals' shirt front (e.g. left side pocket).

The contractor's employees may use public restroom facilities for personal use only, provided they help maintain cleanliness. The cleaning of equipment or tools in lavatories or any misuse of any kind in the restroom facilities will not be tolerated. Any damages incurred by contractor personnel shall remain the sole responsibility of the contractor.

The Contractor must consider the security and integrity of the Departments before, during, and after daily preventive maintenance and/or repair. The



successful respondent shall prevent access by the public to materials, tools, ladder, equipment, etc. during the course of this contract. Tools, equipment, materials, and miscellaneous supplies are the responsibility of the Contractor, and must be protected and secured at all times, to the satisfaction of the Department.

The Contractor's maintenance work that will be performed shall normally be scheduled Monday through Friday, between the hours of 7:30 am and 4:30 pm. Circumstance however, may dictate other days and hours.

### PERMITS & LICENSES

The contractor shall obtain any and all permits required by the Jefferson Parish Department of Inspection and Code Enforcement, the State of Louisiana, and/or the Federal Jurisdictions. The Contractor shall be responsible for the payment of these permits. The Contractor shall conform to regulations of all public agencies, including the specific requirements of the City, Parish, State, and Federal Jurisdictions. All permits must be obtained prior to the start of the contracted service.

All licenses, and permits required by the Parish, State, and Federal Jurisdictions, including the Jefferson Parish Department of Inspection and Code Enforcement shall be kept current. The Contractor shall also be responsible for payment of these permits, licenses, certifications, etc.

### CLEANING AREA AND SAFETY:

This section applies on a daily basis as well as upon completion of the contract. Job site must be clean and free of all litter and debris. Passageways must be kept clean and free of wrappings, rubbish, materials, equipment, and debris at all times. Inflammable materials must be removed from the job site daily. Inflammable materials storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, the employees of Jefferson Parish, Jefferson Parish officials, and their property. Trash and debris shall be cleaned-up and removed daily.

### Restoration of Building and/or Roof:

Should any cutting, patching, alteration, addition or repairs to existing structure, wall, floor, ceiling, roof, or part of the building be required for this project, the contractor shall consult with the Department prior to this work, and shall restore the alteration to its original condition, with the same type material, finish, and workmanship. If roof penetrations are involved, extreme caution should be exercised to not void the roof warranty. Contractor must notify the Property Manager/Department Representative prior to roof cutting, patching, etc. All

project debris shall be responsibility of the Contractor and shall be placed in the appropriate dumpsters and/or hauled away by the Contractor. The Department dumpsters are not to be used by the Contractor for construction debris.

#### Site Restoration:

All job sites including building interiors and exteriors shall be restored to pre-construction condition

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin on (or about) September 1, 2010, and shall terminate on August 31, 2012.

## **2.3 Price Schedule**

Proposer shall provide a price schedule for all requested items. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

## **2.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

## **2.5 Location**

The location the services are to be performed is at the following:

**List for John A. Alario Sr. Event Center and Segnette Baseball Field for the Preventive Maintenance Contract**

The John A. Alario Sr. Event Center  
2000 Segnette Blvd.  
Westwego, Louisiana 70094

MFG: McQuay (20 Tons)  
Package Unit One  
Model # rps020csa  
Serial # 37j0078300

Package Unit Two  
MFG: McQuay (40 Tons)  
Model # rps040cla  
Serial # 37j0078400

Package Unit Three  
MFG: McQuay (100 Tons)  
Model # alp100c  
Serial # 57e8138501

Package Unit Four  
MFG: McQuay (60 Tons)  
Model # rps060csa  
Serial # 37j0048602

Package Unit Five  
MFG: McQuay (60 Tons)  
Model # rps060csa  
Serial # 37j0048902

Package Unit Six  
MFG: McQuay (40 Tons)  
Model # rps036cly  
Serial # 37j0048700

Package Unit Seven  
MFG: McQuay (40 Tons)  
Model # rps018csy  
Serial # 37j0078500

Package Unit Eight (40 Tons)  
MFG: McQuay (40 Tons)  
Model # rps036cla  
Serial # 37j0048800

Split System:  
MFG: Trane  
Model # mccb014uaoboub  
Serial # k06f80769

Boiler (Two Tanks)  
MFG: Lochinvar  
Model # cwn0495pm  
Serial # k973609

Chiller System:

Chiller 1

Mfg: Carrier (40 Tons)  
Model: 38AH-084-621JA  
Serial: 4107Q08931

Chiller 2

Mfg: Carrier (40 TONS)  
Model: 38AH-084-621JA  
Serial: 4107Q08928

Boiler System:

Hot water boiler 1

Mfg: Ventura (23 Blr hp)  
Model: 80v125  
Serial: 0909128134

Hot water boiler 2

Mfg: PK Thermific (25 Blr HP)  
Model: N1000

Hot water pump 1

Mfg: Baldor (3 HP)

Hot water pump 2

Mfg: Baldor (3 HP)

Air Handlers:

AHU 1

Model: 39MN50CL2102422SXQ  
MFG: Carrier (25 HP motor and drive)  
Serial: 4507U34280

AHU 2

Model: 39MN50CL2102422SXQ  
MFG: Carrier (25 HP motor and drive)  
Serial: 4507U34280

Package Units:

Package unit 1

Munters

Model: HCUC8040AAD

Serial: FBB0000DNCS00CA00

Segnette Field Baseball Stadium

2000 Segnette Blvd.

Westwego, Louisiana 70094

Split System One

MFG: York (3 Tons)

\* Concession Stand

Window Units (2) Model and serial N/A

\* Press Box

\* Coaches office

Kitchen Equipment:

Refrigerators:

Cold Zone Model # cz6s3a Serial # wo6l310809

HTP Model # hta2687ba serial # wo6f34463106018

HTP Model # hta2687ba serial # wo6f34463106017

HTP Model # hte2660bd serial # wo6e33943014013

Manitowoc Ice Machine Model # sy1804a3.263 Serial # 110138594

Rheem Rudd Universal Boiler – Serial # URNGO806G00548 Model # G100-250A-8

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the Parish to consider.

### **2.6.2 Technical**

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).

Plans for training.

Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.

References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

## PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

### 3.1 Financial Proposal (Maximum of 50 Points)

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the parish. Travel and other allowable expenses shall be reimbursed in accordance with the Parish's General Travel Regulations, within the limits established for Employees as defined by the Parish. All out of state travel will be subject to prior approval by the Department Director or his/her designee.

### 3.2 Technical Proposal (Maximum of Points 50)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

	Weighting Points
1. QUALIFICATIONS AND EXPERIENCE ( <u>35</u> )	
A. Specific Experience – similar or larger scope of services currently being provided	( <u>10</u> ) _____
B. Personnel- experience of management staff, experience in similar projects, etc.	( <u>10</u> ) _____
C. Financial Profile of Company	( <u>5</u> ) _____
D. Services Capabilities – amount of available full-time, part-time or temporary employees, etc.	( <u>10</u> ) _____
2. TECHNICAL APPROACH ( <u>15</u> )	
A. Scope of Services	( <u>5</u> ) _____
B. Product Quality	( <u>5</u> ) _____
C. Project Schedule	( <u>5</u> ) _____
TOTAL (Financial & Technical)	Maximum of 100 Points _____

## **PART IV. PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

All work performed shall meet or exceed manufacture standards. This includes but is not limited to energy efficiency, cooling/heating capacity, air movement, air quality guidelines and meets current standards as outlined by ASHRAE, local, state and federal guidelines.

All work performed shall be by trained Technicians. These Technicians shall be trained and certified in the equipment they are servicing at the time.

### **4.2 Performance Measurement/Evaluation**

The Contractor shall have a performance management system deployed to provide evidence to the Owner that the service requirements of this RFP are being met. The performance data shall be recorded and stored for the term of any Agreement resulting from this RFP. At any time Jefferson Parish personnel shall have access to reports of all service performed. Access to all data shall be secured and only provided to Jefferson Parish personnel which are assigned access. The Contractor shall provide the data repository offsite in a secured and conditioned environment and the records shall be maintained in redundancy to ensure reliability during the duration of this RFP contract.



## ATTACHMENT "A"

### INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 dated 12/09/2009.

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 113646.

#### WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

#### COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

#### COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

#### UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

#### CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

##### OWNER'S PROTECTIVE LIABILITY — Not Applicable for this project

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

##### BUILDER'S RISK INSURANCE — Not Applicable for this project

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

**AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF JEFFERSON**

**BEFORE ME**, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, who after being duly sworn,  
deposed and said that he/she/they are fully authorized \_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter referred to as affiant), and said affiant  
further said:

The following is a complete listing of all subcontractors who may  
assist in providing services for the project known as

\_\_\_\_\_  
\_\_\_\_\_:

Subcontractors, excluding full time employees of firm, who would  
assist in providing services for the project:

\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2010.**

\_\_\_\_\_  
**NOTARY PUBLIC**

A copy of this affidavit must be attached to all pay requests.

\_\_\_\_\_ Check here if no additions or substitutions of subcontractors have been  
made under this contract or any amendments to this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any additions or substitutions of subcontractors, excluding full time employees of firm, who would  
assist in providing services for the project, requires Jefferson Parish Council approval and  
requires submission of a new sworn affidavit.

## **CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL  
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF  
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,  
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE  
ABOVE DATED MEETING OF THE BOARD  
OF DIRECTORS OF SAID CORPORATION,  
AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

\_\_\_\_\_  
**SECRETARY-TREASURER**

\_\_\_\_\_  
**DATE**

## **RFP 0216**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "A guaranteed maintenance contract for Environmental and Mechanical Systems for the John A. Alario, Sr. Event Center and Segnette Field Baseball Stadium" for Jefferson Parish John A. Alario Sr. Event Center, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

**Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, June 9, 2010.**

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(Type Name of Person Authorized to Sign)

---

(Company Name and **LA. License No.** specifically for "Commercial Service Technician and EPA Refrigerant License"

---

(Street Address)

---

(City, State, Zip Code)

---

(Area Code) (Phone Number) (Area Code) (Fax Number)

---

(Signature of Person Authorized to Sign)

---

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

## REQUEST FOR PROPOSAL

### RFP 0216

Jefferson Parish Department of Purchasing is soliciting **Request for Proposals (RFP'S)** from firms interested in providing "a guaranteed maintenance contract for Environmental and Mechanical Systems for the John A. Alario, Sr Event Center and Segnette Field Baseball Stadium" for the Jefferson Parish Department of John A. Alario, Sr. Event Center.

#### Evaluation Criteria:

<b>Qualifications and Experience</b>	<b>50 Points</b>
<b>Technical Proposal</b>	<b>50 Points</b>

#### 1. FINANCIAL PROPOSAL (MAXIMUM OF 50 POINTS)

#### 2. QUALIFICATIONS AND EXPERIENCE (35 points)

- A. Specific Experience – similar or larger scope of services currently being Provided. (10 points)
- B. Personnel- experience of management staff, experience In similar projects, etc. (10 points)
- C. Financial Profile of Company (5 points)
- D. Services Capabilities – amount of available full-time, part-time or temporary Employees, etc. (10 points)

#### 3. TEACHNICAL APPROACH (15 points)

- A. Scope of Services (5 points)
- B. Product Quality (5 points)
- C. Project Schedule (5 points)

**TOTAL (Financial, Qualiflcations and Technlcal) Maximum Points of 100**

**A PRE-PROPOSAL CONFERENCE WILL BE HELD ON FRIDAY, MAY 28, 2009 AT 10:00 A.M. AT THE FOLLOWING LOCATION:**

Jefferson Parish Purchasing Department  
General Government Building  
200 Derbigny Street, Ste 4400  
Gretna, LA 70053

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:

JEFFERSON PARISH PURCHASING DEPARTMENT  
GENERAL GOVERNMENT BUILDING  
200 DERBIGNY STREET, STE 4400  
GRETNA, LA 70053

UNTIL **4:00 P.M.** LOCAL TIME ON **WEDNESDAY, June 9, 2010.**

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

| Specifications are available gratis from: [www.jeffparish.net/bids](http://www.jeffparish.net/bids) (click on Bid Downloads) or  
Jefferson Parish Purchasing Department  
General Government Building  
200 Derbigny Street, Ste. 4400  
Gretna, LA 70053  
(504) 364-2678

Patricia Lassalle  
Director  
Purchasing Department

Rene' T. Poole, CPPB  
Chief Buyer  
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:  
May 6, 13 & 20, 2010**